

Maine Center for Disease Control and Prevention WIC Nutrition Program

Department of Health and Human Services

Effective: October 1, 2011

Policy No. FMNP-01

Farmer Selection and Authorization

Purpose

To describe the State Agency's authorization process for farmers and to describe the State Agency's agreement with authorized farmers.

Authority

7 CFR §248.4(a)(10)(i) and §248.10(a) and (b)

22 MRSA §255 and §1951

Policy

The State Agency shall authorize individual farmers that participate in Farmers Markets' and/or have roadside stands to participate in the Farmers' Market Nutrition Program (FMNP).

The farmer selection criteria include:

- 1.1 Lack of previous WIC/FMNP sanctions
- 1.2 Redemption of a minimum value/number of FMNP Coupons/cash-value vouchers (CVVs)
- 1.3 Satisfactory compliance with the previous Farmer Agreement
- 1.4 Provision of a full-time attendant during business hours
- 1.5 Ability to meet the growing requirements for FMNP Coupon transactions
- 1.6 Authorization to receive an ACH credit (direct deposit). The vendor shall provide the State Agency with a valid bank name and routing and account numbers.

Preauthorization visits shall be conducted by the State Agency to verify information received during the application process.

The State Agency will consider farmer applications on an annual basis unless more frequent consideration is necessary to ensure adequate participant access. If more frequent consideration is necessary due to inadequate participant access, the State Agency will post a notice on its website informing farmers of the need for additional authorized farmers in particular areas of the state.

All farmers authorized to accept FMNP Coupons/CVV's shall have a written agreement with the State Agency. The Agreement is a standard agreement that is used statewide (Appendix A-92)

- 1.7 Agreements between the State Agency and authorized farmers shall be valid for a maximum of three (3) years. Occasionally an Agreement period may be for a shorter timeframe in order to ensure administrative efficiency.
- 1.8 The Farmer Agreement is non-transferable. Any transfer of ownership or sale of the business by the farmer shall render the Agreement and the farmer stamp null and void. The Agreement also shall be null and void if the farmer ceases operations or leases the business.
- 1.9 The farmer shall notify the State Agency if any farmers' market in which it participates ceases operations prior to the end of the authorization period.
- 1.10 To remain authorized the farmer shall comply with all of the requirements of the Maine WIC/FMNP Program, including, but not limited to:

Appropriately redeeming FMNP Coupons for the purchase of Maine-grown fresh fruits and vegetables (at least 75% of product offered for sale must be grown by him/her or under his/her direction, and a product not grown by the farmer must be purchased directly from another Maine farmer);

Attending mandatory training;

Meeting minimum redemption requirements (no less than an average of 10 FMNP Coupons/CVV's or an average of \$50.00 in value of FMNP Coupons/CVV's per season), and maintaining competitive pricing. He/she also shall satisfy all claims for overcharges within the time requested.

- 1.11 The State Agency may reassess any authorized farmer at any time and as often as it deems necessary during the farmer's contract period, using the farmer selection criteria in effect at the time of the reassessment. The State Agency shall terminate the agreements with those farmers that fail to meet them.
- 1.12 Both parties to the Farmer Agreement shall represent that there is no conflict of interest between the Maine WIC/FMNP Program, the Local WIC Agencies, and the farmer.

The Agreement between the Farmer and the State Agency may be terminated as follows:

- 1.13 Neither the farmer nor the State Agency has an obligation to renew the Farmer Agreement.
- 1.14 The Agreement may be terminated for cause by the Maine WIC/FMNP Program with fifteen (15) days' advance written notice.
- 1.15 The State Agency shall terminate the Farmer Agreement if the farmer is disqualified for any reason.

The Agreement is subject to change in accordance with any changes in federal and state requirements governing the Maine WIC/FMNP Program.

Procedures

The State Agency shall consider applications on an ongoing basis.

Each farmer applying for authorization shall submit all the required application forms to the state WIC office. The application forms shall be completed in full, signed by an appropriate farmer representative, and returned to the State Agency within the specified timeframe.

If an incomplete or unsigned application is submitted, the State Agency shall return the application to the farmer. This may delay authorization. Once notified of an incomplete application, the applicant shall submit the missing information to the State Agency within thirty (30) days from the date of the letter. Applicants who fail to return the missing information within the 30-day deadline shall be required to complete a new application and resubmit it to the State Agency.

If all required information meets the selection criteria and the application is approved, the State Agency shall notify the farmer within thirty (30) days from the date the completed application was received.

Once an application has been approved, the farmer, manager and/or staff shall be required to attend new-farmer training.

All farmers shall be provided with a schedule of sanctions that is included in the Farmer Handbook.

Once training has been completed the applicant and the State Agency shall sign a Farmer Agreement. An authorization stamp shall be assigned to the farmer. At this time the farmer may begin to transact FMNP Coupons/CVVVs.

Upon authorization, one self-inking vendor stamp shall be provided to the farmer. Vendor stamps shall be mailed via certified mail.

1.16 Farmers may not duplicate vendor stamps. Upon request from a farmer, the State Agency may issue a duplicate stamp to a farmer.

1.17 If a vendor stamp is lost by or stolen from a farmer, the farmer shall notify the State Agency immediately. The State Agency shall order a replacement stamp. The State Agency may charge a fee to the farmer. The stamp shall be mailed via certified mail.

1.18 If a stamp is worn out or broken, the farmer may obtain a replacement free of charge by contacting the State Agency. The stamp shall be mailed via certified mail.

1.19 The vendor stamp shall be invalid upon disqualification or voluntary withdrawal from the WIC/FMNP Program.

Farmers shall receive an application for renewal of authorization at least thirty (30) days before the agreement expires, including notification that failure to return the renewal application prior to the date of expiration of the current Agreement shall result in loss of authorization.

1.20 The application shall be completed timely and in full or authorization shall not be considered. Failure to complete/submit the application shall result in the loss of authorization. The farmer shall receive notification that he has not been selected for authorization and given an opportunity to complete the process.

1.21 Farmers who receive an unsigned State Agency-Farmer Agreement in the mail shall sign and return it within two (2) weeks from the date it was mailed by the State Agency.

1.22 Farmers who fail to return the Agreement within the prescribed deadlines shall be disqualified from the Program until the contract is signed and returned. Signed contracts received after the contract period ends shall not be accepted. The farmer shall be required to apply as a new farmer.

Periodically the State Agency shall review the most recent season's redemption data for farmers. A farmer who does not on average, over the season, meet the minimum redemption requirements shall be provided with a written notice that informs the farmer that he/she shall no longer be able to accept FMNP Coupons/CVV's. The letter shall also inform the farmer of his/her right to a formal hearing and right to reapply.

The State Agency shall maintain a file on each authorized farmer that includes at a minimum the following:

- Farmer Agreement
- Completed on-site monitoring forms
- All written correspondence relating to the farmer
- Any participant complaints
- Record of training activities
- Log of farmer contracts

All farmer files shall be maintained in an inactive file for a three (3) year period from the date the farmer's most recent contract is terminated or expired.

Any information about a farmer that individually identifies the farmer, except for name, address, phone number, e-mail address, web site, place-of-business type and authorization status shall be confidential information. This information may be released only as outlined in 7 CFR 246.26(e).